

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

<p>IN RE: Frank J. Branigan Bayview Loan Servicing, LLC vs. Frank J. Branigan Tracy Branigan Frederick L. Reigle</p> <p style="text-align: right; margin-right: 20px;">Debtor(s) Movant Debtor(s) Additional Respondents</p>	<p style="text-align: center;">CHAPTER 13</p> <p style="text-align: center;">NO. 18-11271 JKF</p> <p style="text-align: center;">11 U.S.C. Section 362 and 1301</p>
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**MOTION OF Bayview Loan Servicing, LLC
FOR RELIEF FROM THE AUTOMATIC STAY
UNDER SECTION 362**

1. Movant is Bayview Loan Servicing, LLC.
2. Debtor(s) is/are the owner(s) of the premises 215 Lincoln Terrace, Norristown, PA 19403, hereinafter referred to as the mortgaged premises.
3. Movant is the holder of a mortgage, original principal amount of \$308,000.00 on the mortgaged premises that was executed on January 24, 2006. Said mortgage was recorded on February 3, 2006 at Book 11716, Page 1434. The Mortgage was subsequently assigned to Movant by way of Assignment of Mortgage recorded on June 11, 2014, at Book 13792, Page 00209 in Montgomery County. Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase order, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements in support of right to seek a lift of the automatic stay and foreclose if necessary.
4. Frederick L. Reigle, is the Trustee appointed by the Court.
5. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).
6. Debtor, and Tracy Branigan, co-debtor have failed to make the monthly post-petition mortgage payments in the amount of \$2,336.91 for the months of April 2018 through July 2018.

7. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred \$850.00 in legal fees and \$181.00 in legal costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

8. The total amount necessary to reinstate the loan post-petition is \$9,347.64 (plus attorney's fees & costs).

9. Debtor is currently delinquent in plan payments to the Chapter 13 Trustee in the amount of \$790.00.

10. Movant is entitled to relief from stay for cause.

11. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

/s/ Kevin G. McDonald, Esquire

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